

**MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT
OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE
FEDERATIVE REPUBLIC OF BRAZIL FOR THE IMPLEMENTATION OF
TECHNICAL COOPERATION ACTIVITIES IN THIRD COUNTRIES IN THE
FIELD OF DECENT WORK**

The Government of the United States of America

and

The Government of the Federative Republic of Brazil
(hereinafter referred to as the "Governments"),

Considering that:

Brazil and the United States have a long-term partnership on technical cooperation established by the Agreement on Technical Cooperation signed on December 19, 1950, amended by mutual agreement on January 8, 1952;

The Governments of the two countries have implemented many initiatives in recent years to strengthen and expand such cooperation;

Both Governments wish to strengthen their cooperation in the field of decent work, which includes strategic objectives to create jobs, protect rights at work, enhance social protection, and promote social dialogue;

In the Agreed Minutes of the Third Meeting of the Economic Partnership Dialogue between the Brazilian Ministry of External Relations and the U.S. Department of State, held in Brasilia on October 29 and 30, 2008, both Governments stressed the strong shared interest in establishing modes of joint cooperation to foster development in third countries and with the participation of their governments ("trilateral cooperation"),

Therefore, both Governments declare their intent as follows:

Section I

Purpose and Designations

1. The intent of this Memorandum of Understanding (hereinafter referred to as "MOU") is to establish guidelines under which Brazil and the United States may select countries by mutual concurrence and may promote activities related to the Decent Work Agenda of the International Labor Organization, with a view to facilitating the dissemination of good practices and initiatives in the following areas:

- i) Programs and policies to train workers and generate decent work opportunities, including through the promotion of green jobs and sustainable livelihoods for vulnerable groups;
- ii) Promotion of fundamental principles and rights at work, including freedom of association and the effective recognition of the right to collective bargaining, as well as programs to address exploitative child labor, forced labor, and discrimination in the workplace;
- iii) Equality of opportunity and treatment at work, including with respect to gender, race, and disability;
- iv) Occupational safety and health;
- v) Social protection, including conditional cash transfer programs; and
- vi) Promotion of effective social dialogue and productive labor relations.

2. The two Governments may decide to establish activities to be undertaken in partnership with other bilateral or multilateral partners, in order to attain the goals defined in such cooperation projects or activities, under the scope of the present MOU.

3. In order to carry out the cooperation activities provided for in this MOU, the Governments hereby designate:

- a) Brazilian Cooperation Agency (ABC-Agência Brasileira de Cooperação) of the Brazilian Ministry of External Relations; and
- b) United States Department of State and Department of Labor, all of which are hereinafter referred to as the "Agencies".

4. The Governments confirm that the Agencies are designated to be in charge of mobilizing and coordinating the participation of institutions from each Government in the implementation of the activities to be carried out under the scope of the present MOU.

Section II

Activities

1. The Governments, making full use of the best practices of the Agencies in implementing technical cooperation projects, intend to implement, jointly and in coordination with the governments of selected beneficiary countries and bilateral and/or multilateral partners, cooperation activities based on the proposals discussed and approved by the two Governments.
2. The eligibility for all activities to be undertaken under the scope of the present MOU are determined by the Governments consistent with the geographic and sectoral priorities of the Agencies.
3. The activities may encompass:
 - a) sending technical specialists from both countries to develop proposals, provide technical cooperation, provide training and education, and monitor project delivery and assess results, jointly with bilateral and/or multilateral partners;
 - b) training of technical specialists from third countries in Brazil and/or the United States with support from both countries and bilateral and/or multilateral partners; and
 - c) other forms of cooperation determined between the Governments and bilateral and/or multilateral partners.

Section III

Funding

The Governments intend to decide the methods of funding on a project-by-project basis, consistent with each Government's internal procedures. All activities of the Governments under this MOU are subject to the availability of funds and to further agreements or arrangements between the Governments and bilateral and/or multilateral partners. This MOU is not intended to effect a commitment or obligation of specific funds by the Governments. Each Government should carry out the assistance it intends to provide pursuant to its domestic laws, international law, and to the extent not inconsistent with the foregoing, the laws of the recipient nations.

Section IV

Other Bilateral Agreements or Understandings

Other bilateral agreements or understandings between Agencies of the two Governments aiming to strengthen cooperation on mutually determined issues in the field of decent work may be established and should be informed by the framework of the present MOU.

Section V
Monitoring and Assessment

The Governments may carry out monitoring and assessment of projects implemented pursuant to this MOU by means of sending joint or separate missions to the beneficiary countries, in coordination with bilateral and/or multilateral partners. Each Government retains the ability to carry out its own internal supervision and oversight of the project. The results of such investigations should always be reported to all designated Agencies.

Section VI
Publicity

The Governments intend to cooperate to give appropriate mutual publicity to the cooperation provided and should request the recipient country's government and bilateral and/or multilateral partners to provide publicity acknowledging the governments' individual and joint contributions in equal dimensions.

Section VII
Authorized Representatives

The Governments intend to be represented by those holding or acting in the offices held by the signatories to this MOU. Each Government may identify additional representatives authorized to represent that Government for all purposes other than executing formal modifications to this MOU. Each Government should notify the other, in writing, of changes in its authorized representatives.

Section VIII
Modifications

This MOU may be modified in writing by the two Governments.

Section IX
Settlement of Disputes

Any differences that may arise concerning the interpretation and/or application of this MOU should be resolved through diplomatic channels.

Section X
Rights and Obligations

This MOU does not create rights or obligations for the Governments under International Law.

Section XI
Discontinuation

This agreement expires three years from the effective date identified in Section XII below and may be renewed upon mutual written consent of the parties for subsequent three year periods. Either Government may suspend or discontinue this MOU, in whole or in part, but should endeavor to provide at least a six-month advance notice to the other Government of its intentions to do so. In the event of suspension or partial discontinuation, such notice should specify affected activities.

Section XII
Signature and Commencement

This MOU is to take effect on the date it is signed.

Signed at _____, in duplicate, this _____ day of _____, 2011, in the English and Portuguese languages, both texts being equally valid.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA



FOR THE GOVERNMENT OF THE
FEDERATIVE REPUBLIC OF BRAZIL



Ministry of External Relations